some irregularity occurs in the course of such conduct, the irregularity can be cured under s. 537, and none the less so because the irregularity involves, as must nearly always be the case, a breach of one or more of the very comprehensive provisions of the Code. The distinction drawn in many of the cases in India between an illegality and an irregularity is one of degree rather than of kind."

In our view, there can be no doubt that the trial together of these four charges was an illegality and the trial was therefore bad. When charges are wrongly joined, the prosecutor should be asked to elect before the pleas are taken which charge or charges he wishes to proceed on, and thus avoid a trial which is illegal and bad. As a practice, charges which are not capable of being tried together should be made on separate charge sheets and the subject of separate trials.

The learned Deputy Public Prosecutor has submitted that, as a plea of guilty to the charges relating to consorting was accepted and a conviction recorded, the trial took place only as to the charges of possession, and to this joinder no exception can be taken. We do not agree. The appellant was required to plead to four charges which were wrongly joined, and the fact that he pleaded guilty to two of them does not cure the original illegality. Support for this view is to be found in *Krishnaswami Pillai v. King-Emperor*[5].

We accordingly quash the convictions, and order a re-trial as to the charges relating to possession contrary to regulations 4(1)(a) and 4(1)(b) of the Emergency Regulations 1951.

Re-trial Ordered.

Solicitors for the appellant: *Shearn, Delamore & Co.*

YU MUNG SANG v. LEM NYOK & ORS.

[A. C. J. (Abbott J.) October 14, 1955]

[Seremban — Civil Appeal No. 5 of 1955]

Workmen's Compensation Ordinance, 1952, ss. 2 19 and 30 — Meaning of workman.

This was an appeal against the award of an arbitrator to the dependants of one Lai Hock, who died of injuries sustained when a tree fell upon him while he was taking part in some felling operations in connection with the business of the appellant. It appeared from the evidence that the appellant had agreed with one Chin Tong to pay $20 a ton for logs to be delivered at a certain point, Chin Tong agreeing to find the labour for felling the trees. The deceased was one of the labourers found and engaged by Chin Tong. The appeal was based upon two contentions: (1) the deceased was not a workman within the meaning of the Ordinance and (2) the arbitrator was wrong in giving the maximum amount of compensation.

Held: (1) by the combined operation of ss. 2 and 19 of the Workmen's Compensation Ordinance the deceased was a workman within the meaning of the Ordinance and the appellant was liable to pay compensation in respect of injuries caused to him; (2) the Court could not interfere with the discretion of the arbitrator in fixing the maximum compensation, as it was not shown that there was any error of principle on the part of the arbitrator in fixing the compensation.

WORKMEN'S COMPENSATION APPEAL.

R. H. V. Rintoul for the appellant.

Naidu (Dy. Comptroller for Labour) for the respondent.

Abbott J. : — The deceased died of injuries when a tree fell upon him while he was taking part in some felling operations in connection with the business of Yu Mung Sang, who is the appellant. The deceased's widow, on behalf of herself and her three children, made a claim for compensation against Yu Mung Sang under section 30 of the Workmen's Compensation Ordinance, No. 85 of 1952. The arbitrator held that the accident arose out of and in the course of the deceased's employment and he awarded the sum of $7,200 by way of compensation. The sum so awarded is the maximum allowed by section 8 of the Ordinance. This appeal is based upon two contentions, namely, that the deceased was not a workman within the meaning of the Ordinance and that the arbitrator was wrong in giving the maximum amount of compensation. It is necessary briefly to examine the terms and conditions upon which the deceased was engaged upon doing work for the appellant. The appellant had agreed with a certain Chin Tong to pay $20 a ton for logs to be delivered at a certain point; Chin Tong was to find labour for felling the trees. The deceased was one of the labourers found by Chin Tong and, moreover, the deceased provided his own lorry for taking the logs to the delivery point. For this Chin Tong paid the deceased $11 — $13 a ton. It is clear that Chin Tong was engaged under a contract made with appellant and that the deceased was working under a contract of service made between himself and Chin Tong. There was no direct contract between the deceased and the appellant. Section 2 of the Ordinance defines the expression "workman" as meaning "any person who has ... entered into ... a contract of service ... with an employer ...". If the law stood there the appellant would be bound to succeed in this appeal because at no time was there any privity of contract between himself and the deceased. However section 19 of the Ordinance makes other provisions, as follows — "(1) Where any person (in this section referred to as 'the principal') ... for the purpose of his trade or business contracts with any other person ... (in this section referred to as the contractor) for the execution by or under the contractor of the whole or any part of any work undertaken by the principal, the principal shall be liable to pay to any workman employed in the execution of the work any compensation which he would have been liable to pay if that workman had been immediately employed by him ....." It could be argued, but it

was not argued, that section 19 of the Ordinance may only be applied to the payment of compensation to the workman himself and not, in the case of his death, to his dependants. I am of the opinion that it would be doing violence to the intentions of the legislature so to construe the section. It is beyond belief that the legislature deliberately excluded dependants from the relief comtemplated by the section. I hold that section 19 applies to this appeal. I now turn to the consideration of the amount of compensation awarded. The widow of the deceased is a young woman of twenty-two years, she was not, at the time that she made her claim, following any occupation and she has three sons aged five years, three years and one year. Hers is a case where a substantial measure of compensation is demanded. In cases such as this an arbitrator is vested with powers of discretion. It would only be right for an appellate Court to interfere where there had been some error in principle applied in assessing the compensation. This young woman and her children had every reason to expect a good many years of support by the deceased in the future. I have no doubt that the learned arbitrator had these, and other matters, in mind when he gave his award. I am unable to say that he erred in his discretion.

The appeal is dismissed.

Appeal dismissed.

Solicitors for the appellant: *Shearn, Delamore & Co.*

TAN WEE MENG v. REGINA

[A. Cr. J. (Whyatt C.J.) October 26, 1955]

[Singapore — Magistrate's Appeal No. 93 of 1955]

Penal Code, ss. 30 and 420 — Cheating by dishonestly inducing the making of a valuable security — Meaning of "valuable security" — Whether a shipping guarantee is a valuable security.

The question raised in this appeal was whether a shipping guarantee is a "valuable security" or is a document capable of being converted into a valuable security within the meaning of ss. 30 and 420 of the Penal Code. Shipping guarantees are issued by banks in Singapore to enable consignees to obtain delivery of cargo from vessels arriving in Singapore without production of the relevant bill of lading. The appellant had been convicted under s. 420 of the Penal Code in this case as the learned District Judge found that he had obtained the shipping guarantees by cheating.

Held: (1) a shipping guarantee, at the time it is issued, does not create a legal right and consequently is not a valuable security as defined in the Penal Code; (2) a shipping guarantee is not a document capable of being converted into a valuable security; (3) therefore the charges brought against the appellant under s. 420 of the Penal Code must fail.

Case referred to:—

(1) *Skibsaktieskapet Thor v. Tyrer* (1929) 35 Ll.L.R. 163.

MAGISTRATE'S APPEAL.

M. B. Brash for the appellant.

S. E. Teh (Crown Counsel) for the respondent.

Whyatt C.J.: — This is an appeal against conviction on three charges of cheating by dishonestly inducing the making of a valuable security contrary to section 420 of the Penal Code. The main ground of appeal is that the documents which the learned District Judge found had been obtained by cheating were not in law valuable securities and consequently no offence against section 420 had been proved. This point was not raised at the trial and, therefore, no mention of it appears in the judgment of the learned District Judge but the appellant gave notice to the Crown of his intention to raise it for the first time on appeal and as the Crown raised no objection to this course, the matter was argued before me at the hearing of this appeal.

The documents in question in this case are described in commercial language as shipping guarantees and are issued by banks in Singapore to enable consignees to obtain delivery of cargo from vessels arriving in Singapore without production of the relevant bill of lading. In the present case the shipping guarantees were made out on a standard printed form known as the British Liner Committee Standard Form. The Form is addressed to the shipping company or its agents and is in two parts; the first part, which is signed by the consignee, states that in consideration of the shipping company delivering certain specified cargo to the consignee without production of the relevant bill of lading, the consignee agrees to indemnify the shipping company against the consequences of so doing, and the second part, signed by the bank, states simply that the bank joins in the consignee's indemnity. After the necessary particulars have been inserted in the printed form and the consignee and bank have signed it, the practice is for the consignee to take the completed document to the shipping company and request them to make delivery without waiting for production of the bill of lading. The shipping company are not obliged to comply with the consignee's request. They could, if they wished, refuse to deliver the cargo pending production of the bill of lading, remembering the *dictum* of Mr. Justice Wright, (as he then was) in *Skibsaktieskapet Thor v. Tyrer*[1], "It is perfectly clear law that a shipowner who delivers without production of the bill of lading does so at his peril." The document at that stage is merely a written offer made jointly by the consignee and the bank to the shipping company to indemnify them against loss arising in certain circumstances and the shipping company may accept the offer or not, as they think fit, by making